

Nickel Bottom Garden Community Guidelines and Responsibilities

The Nickel Bottom Garden is located in Zonolite Park, a DeKalb County park. The park was developed with significant involvement by the South Fork Conservancy and the Floataway Community. The Zonolite Friends of the Park organization is actively involved in working on improvements of both the Zonolite Park and the Nickel Bottom Garden.

A detailed plan for the Nickel Bottom Garden was created as part of the Zonolite Park Development. This plan was reviewed and approved by both DeKalb County and the South Fork Conservancy. A copy of the plan is attached to these guidelines.

If the garden growth is consistent with, and within the foot print, of the attached plan - the Nickel Bottom Garden has the authority to make any required decisions to implement this plan. If there is a need to make a significant change to this plan – the Zonolite Friends of the Park Steering Committee will need to approve.

1. Features of the Community Garden

- **Garden Plots:** There are currently 9 plots developed. The plan defines 36 plots for individual gardeners and 4 plots (two each for herbs and flowers) for the community – for a total of 40 plots.
- **Raised Beds:** Plots will consist of raised beds constructed of cedar wood, with each bed sized at 10 feet in length, 4 feet in width, and 2 feet in height. The beds will be placed directly on the ground and filled with a soil suitable for growing vegetables, flowers, etc. The beds are located approximately as defined in the plan.
- **Pavilion:** A pavilion will be located where the plan defined an arbor. A pavilion was decided over an arbor to provide shade from the sun and rain.
- **Compost:** A compost area will be developed.
- **Water:** The non-potable water from the roof top of a nearby building will be the source of the water. This run-off system, including a holding tank, the running of plumbing and the installation of the spigots was made possible by a significant grant from the Coca Cola Co.
- **Shed:** A shed is located on-site and will store garden tools and supplies. The combination of the shed lock will be provided to the gardeners and will change annually.
- **Community Involvement:** A minimum of 10% of the garden output will be donated to the community. For example, currently two of the nine beds support the community with the growing of Calendula for use with a foot ministry.

2. Assigning Garden Plots

- **Eligibility:** There are no eligibility requirements. Anyone interested in gardening is eligible – subject to getting a garden plot as defined below.
- **Plot Assignment:**
 - Individuals with a garden plot the year before are able to maintain their plot as long as the applicable dues are paid by March 15th.

- Requests for any available plots must be received via email to the garden coordinator by March 15th.
 - If there are fewer requestors than plots available all requestors will receive a plot – if they have paid the applicable dues within 2 weeks
 - If there are more requestors than plots available the plots will be assigned by a random drawing that will be conducted at the garden with at least two individuals present – the drawing will take place on April 1st or shortly thereafter.
- Only one plot per gardener will be awarded if there are as many or more requests than plots.
- A gardener may receive a second plot in the event that there are insufficient gardener requests.
- Each gardener will sign an agreement, at the end of this document, that describes responsibilities of the gardener. In general, the plot holder must maintain his or her plot and assist in maintaining common Community Garden areas.

3. Fee Associated with Garden Plots

- There is annual fee of \$100 per garden plot. These fees will be used to pay for maintenance and garden improvement costs.
- This fee must be paid by March 15th for returning gardeners or within 2 weeks of plot assignment for new gardeners.
- The fee will be paid via Park Pride – to the Friends of the Zonolite Park.
- There will be no refunds.

4. Community Garden Rules & Courtesy

Being a gardener at the Nickel Bottom Garden is a privilege that can be revoked for failure to maintain a plot(s) in accordance with the rules outlined below. Courtesy and respect for all Gardeners and their plot(s), is not only encouraged, but required. Failure to abide by the rules may result in forfeiture of your garden plot.

- Each gardener is responsible for the maintenance and upkeep of their garden plot. Watering, weeding, harvesting and any other garden related maintenance are all the responsibility of the gardener. Gardeners may arrange for other gardeners to water their plots.
- Each gardener will be given a combination to the garden shed and water spigot for access to tools and watering equipment. Ensure tools are returned to the shed and the shed and spigots locked when you leave.
- Each gardener must complete and sign both a “Receipt Acknowledgement of Community Gardening Manual and Standards” and “Release and Indemnification Agreement” (at the end of this document) before any work in the garden can begin.

- Garden plots should be cared for at least once a week. If a Gardener is unable to tend her/his plot for an extended period of time, the Gardener should arrange with another Gardener(s) for assistance. If any plot remains unattended for more than three weeks that plot is subject to reassignment.
- Weeds and dead plants to be placed into the compost bin provided. Any diseased plants or seedy or invasive weeds are to be bagged and put in the trash so as not to contaminate the gardens.
- Gardening should follow organic gardening principles. Fertilizers, herbicides, and pesticides made from synthetic chemicals are NOT permitted in the community garden. Non-organic seeds and seedlings are permitted, but once placed in the garden must be cultivated using organic methods.
- All costs and activities associated with plot improvement and maintenance, and plants/seeds are the responsibility of the Gardener.
- Gardeners are encouraged to swap seeds and plants, but sampling of another Gardener's produce is forbidden unless express permission is given.
- Smoking is prohibited within the garden. (Tobacco carries Tobacco Mosaic Virus, which is a very lethal disease to tomato plants).
- Plots must be worked and planted by May 15th. Any plot that remains unplanted after May 15th may be reassigned without refund.
- At the end of the growing season, gardeners are responsible for clearing their plot of all plant material and leaving the plot as they found it in the spring.
- Invasive plants are prohibited from being planted in the garden. Examples include; Tobacco (*Nicotiana* spp.), Privet (*Ligustrum* spp.), English Ivy (*Hedera helix*) and Wisteria (*Wisteria japonica* or *Wisteria sinensis*).

DeKalb County Garden Standards

Recommended plot size is 4 feet by 10 feet with 3 feet in between plots. The number of plots will be limited by the size of the garden area as determined by GAP.

Tool Sheds:

- Acceptable material: red cedar, plastic or galvanized steel
- Limit one shed per community garden

Benches:

- Acceptable material: plastic, concrete, aluminum, cast iron, and coated steel
- Limit 4 benches per community garden

Fences:

- All fencing material must be approved by GAP. Acceptable materials include aluminum, galvanized or coated steel, red cedar, and vinyl; other materials will be considered.
- DeKalb County representatives must have access into community gardens at all times.

Trash Receptacles:

- Acceptable material includes: plastic and coated or galvanized steel
- Limit 3 receptacles per community garden including recycling containers

Arbors:

- Acceptable material includes: plastic, vinyl, or red cedar
- Limit two arbor structures per community garden

Rain Barrels/Cisterns:

- Any food grade material that will not rust is acceptable for container use
- Limit of 3 rain barrels or 1 cistern per community garden

Compost, Mulch and Other Organic Soil Amendment Piles:

- Piles must be located within the community garden area
- Piles can be contained with chicken wire or inside containers
- DeKalb County is not responsible for maintenance of piles. If piles are not maintained properly, the county may remove any pile at any time.

Yard Art/Landscape Accessories:

- Maximum size of art or accessories to be determined by Garden Group
- Acceptable material for accessories and art to be determined by Garden Group
- Limit one piece of art or accessory per community garden plot, maximum of 20 pieces per community garden
- DeKalb County can disallow any piece of yard art or accessory if deemed inappropriate for public display.

Receipt Acknowledgement of Community Gardening Manual & Standards

I, _____, (print name) agree to abide by all guidelines and policies set forth by the Community Garden Manual and Gardening Standards sheet, as well as any changes to it made by the DeKalb County Greenspace, Acquisition & Planning Department.

Signature: _____ Date: _____

Release and Indemnification Agreement

In consideration for being granted permission to work at a community garden in one of DeKalb County's parks or other county property, I, the undersigned, hereby agree as follows:

I, _____, (*print name*), agree that I, my assignees, heirs, distributees, guardians, and/or legal representatives will not make a claim or institute any proceeding against, sue or attach property of DeKalb County on account of injury, including death, illness, or damages resulting from negligence or other acts, howsoever caused, in connection with working at a community garden within one of DeKalb County's parks. I hereby release DeKalb County from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and/or legal representatives now have or may hereafter have for injury, including death, illness, or damages from working at a community garden within one of DeKalb County's parks.

I agree to defend, indemnify, and hold harmless DeKalb County and all of its officers, agents, servants, or employees from and against any and all claims, losses, damages, charges, or expenses resulting from injury, including death, or damage to any visitor, third parties or property of any kind, which arises out of or is any way connected, directly or indirectly, to my work in a community garden within one of DeKalb County's parks. I also expressly agree to defend against any claims brought or actions filed against the County, where such claims or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

I expressly acknowledge that the ability to participate in a community garden within a DeKalb County park or other County owned property is freely revocable by the County and I assume the risk of making any expenditure in connection with working in a community garden. I understand that DeKalb County is not responsible for the community garden itself, or anything in or pertaining to the community garden.

I have read this Release and Indemnification Agreement and fully understand its contents. I am signing it of my own free will.

This _____ day of _____, 2017

Signature of Garden Group Member

Printed Name of Garden Group Member

Signature of Parent or Guardian if Member is under the age of 18

Signature of Parent or Guardian

Printed Name of Parent or Guardian

